

Mauro D. Raguseo  
*Mayor*

Michael Capabianco  
*Borough Administrator*

Barbara Maldonado  
*Borough Clerk*



*Borough of Little Ferry*

215-217 LIBERTY STREET • LITTLE FERRY, NJ 07643  
201-641-9234 201-641-1957 FAX  
[www.littleferrynj.org](http://www.littleferrynj.org)

George Muller, *Council President*  
Ronald Anzalone, *Councilman*  
Roberta Henriquez, *Councilwoman*  
Thomas Sarlo, *Councilman*  
Sue Schuck, *Councilwoman*  
Peggy Steinhilber, *Councilwoman*

To: PERC via email at [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

From: Michael Capabianco, Little Ferry Borough Administrator 

Re: Little Ferry Department of Public Works, Local 2326 UAW contract

Date: September 28, 2011

Attached is the Borough of Little Ferry's above referenced contract that was not submitted at time of agreement. This contract sunsets at the end of this year.



**STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

PO Box 429  
TRENTON, NEW JERSEY 08625-0429

[www.state.nj.us/perc](http://www.state.nj.us/perc)

ADMINISTRATION/LEGAL  
(609) 292-9830

CONCILIATION/ARBITRATION  
(609) 292-9898

UNFAIR PRACTICE/REPRESENTATION  
(609) 292-6780

*For Courier Delivery*  
495 WEST STATE STREET  
TRENTON, NEW JERSEY 08618

FAX: (609) 777-0089  
EMAIL: [mail@perc.state.nj.us](mailto:mail@perc.state.nj.us)

**Notice to Public Employers - Public Sector Contracts**

N.J.S.A. 34:13A-8.2 provides that "public employers shall file with the commission a copy of any contracts it has negotiated with public employee representatives following consummation of negotiations."

Additionally, N.J.S.A. 34:13A-16.8(d)2 was enacted effective January 1, 2011. The law requires all public employers to provide copies of completed contracts from all bargaining units within the employer's jurisdiction and a summary of all costs and the impact associated with the agreement.

N.J.S.A. 34:13A-16.8(d) (2) provides that,

"...PERC is required to post on its website all collective negotiations agreements and interest arbitration awards entered or awarded after the date of enactment including a summary of contract or arbitration award terms in a standard format developed by the Public Employment Relations Commission to facilitate comparisons. All collective negotiations agreements shall be submitted to PERC within 15 days of contract execution."

An electronic copy (Word or WordPerfect<sup>1</sup>) of all past and current contracts, that are not listed on PERC's website (which have not already been submitted to PERC\*), must be e-mailed to [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us).

\*To verify those contracts that have already received by PERC, a listing, by Employer, of contracts for each bargaining unit is available on the PERC website Reference Page under Contracts by Unit.

A summary form must be completed (and e-mailed to [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us).) for any contract that was entered into [or awarded] beginning January 1, 2011, regardless if it has been already received by PERC. There are separate forms for police & fire and all other public sector collective bargaining agreements, including education. Please choose accordingly.

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<sup>1</sup>If Contract is not available in word processing format, an Adobe Acrobat (pdf) version may be e-mailed instead. Should no electronic version be available, a single sided, 8 ½ by 11 copy may be mailed to the agency PO Box. Contracts will NOT be accepted in booklet form.

Employers must redact all contracts to comply with the privacy provisions of the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and must exclude confidential personal information such as social security numbers. Please note that individual employment contracts shall not be filed.

You must include in your email the text of the attached certification with the name and title of the appropriate government official and the preparer of the summary.

All contracts will be entered into our database and made available to the public through the Reference page of the Commission's web site, [www.state.nj.us/perc](http://www.state.nj.us/perc). Please refer to our website to review the contracts on file for your jurisdiction.

Thank you for your compliance with this statutory requirement. If you have any question regarding this letter or your obligation, please contact Patti Connelly at (609) 292-9832.

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 01/01/08 thru 12/31/11.

Name Michael Capabianco  
Print Name  
  
Signature  
Title Branch Administrator  
Employer Little Ferry  
Date 9/28/11

**SUMMARY FORM**  
**COLLECTIVE BARGAINING AGREEMENT**  
**PUBLIC SECTOR / NON-POLICE & FIRE**

Public Employer: Borough of Little Ferry Employee Organization: Local 2326

Base Year Contract Term: 1/1/2008 12/31/2011 New Contract Term: \_\_\_\_\_

Synopsis of Settlement/ Award/Recommendation: 3.5% annual increase. New Base Year below is the for the contract term listed above.

\_\_\_\_\_

	<b><u>BASE YEAR</u></b> (previous agreement)	<b><u>NEW BASE YEAR</u></b> (successor agreement)
Salary:	_____	\$61,134.00
Increment:	_____	\$0.00
% Increase:	0.00%	3.50%
Avg. Yield	_____	_____
per person in dollars:	_____	2267
Uniforms:	_____	_____
Boot/Shoe:	_____	_____
Longevity:	_____	\$0.00
Holiday Pay:	_____	_____
Shift Differential	_____	_____
Overtime:	_____	_____
Stipends:	_____	_____
Bonuses:	_____	_____
Education:	_____	_____
EMT:	_____	\$2,500.00
Other*:	_____	_____

~~Additional Costs: (please list on separate sheet & include in total)~~

Medical:	<u>EMT Driver</u>	<u>\$1,000</u>
	<u>Mechanic</u>	<u>\$7,500</u>
	<u>Fuel</u>	<u>\$2,500</u>
Contributions:	_____	_____
Cost of Health	_____	SHBP
Prescription	_____	SHBP
Dental:	_____	Varies
Vision:	_____	None

**NEW AGREEMENT ANALYSIS**

Effective Date	<u>Year</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
% Increase	2.50%	3.50%	3.50%	3.50%
Avg. Yield (p/p*)	_____	_____	_____	_____
Cost of Increase/:	NA	1930	1997	2267
Impact of Settlement:	_____	_____	_____	_____
Percentage Impact:	0.00%	0.00%	0.00%	0.00%
Actual dollar Impact:	_____	_____	_____	_____
TOTAL BASE SALARY	_____	_____	_____	_____
AT END OF EACH YEAR	\$55,140.00	\$57,070.00	\$59,067.00	\$61,134.00

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Prepared by: Michael Capabianco

Title: Borough Administrator

Print Name \_\_\_\_\_

Date: 9/28/2011

Signature \_\_\_\_\_

THIS AGREEMENT, made this 1st day of December, 2009 by and between the **BOROUGH OF LITTLE FERRY**, a body politic and corporate of the State of New Jersey, hereinafter referred to as the “**EMPLOYER**” and **LOCAL 2326 UAW**, One Woodbridge Center, Suite 225, Woodbridge, New Jersey 07095, hereinafter referred to as the “**UNION**”.

WHEREAS, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. EXCLUSIVITY OF UNION**

The Employer agrees that it will not enter into any contract of Memorandum of Agreement with anyone but the recognized Union (Local 2326 UAW) only with regard to the categories of personnel covered by the term of this Agreement.

**2. RECOGNITION**

The employer recognizes the Union as the exclusive representative as certified by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all regular, permanent and full-time blue collar employees, all employees assuming the duties of “DPW Laborer/EMT; Laborer/Non EMT (employees hired after January 1, 2003); and Working Foreman in the Department of Public Works” employed by the Borough, excluding supervision as defined by the Act; and

**3. UNION DUES CHECK-OFF**

Upon presentation to the Employer of a dues check-off card, signed by the individual employees, the Employer will deduct from such employee's periodic salaries the amount set forth on said dues check-off card.

Thereafter, the Employer will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the representative at the Union entitled and authorized to receive same. Said representative shall be certified to the employer by the D.P.W.

**4. NO STRIKE PROVISION**

The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone such activities.

**5. PRESERVATION OF RIGHTS**

The Borough of Little Ferry hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it prior to and subsequent to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limitation, the generality of the foregoing, following rights:

- (a) To the executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees.
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law.

- (d) To maintain a lawful sick leave verification policy.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 11:40 and 40A, N.J.S.A. 34:3-A1, or any other national, state, county, or other applicable laws.

## 6. SALARIES

The base annual salaries of all employees covered by this Agreement shall be in accordance with the following schedule: (All increases January 1 following year of service)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Fifth year (maximum)	\$55,140 <sup>3.5</sup> <del>54,130</del>	\$57,070 <sup>3.5</sup> <del>56,130</del>	\$59,067 <sup>3.5</sup>	\$61,134
Fourth year (anniversary)	47,956	49,634	51,371 <sup>2.26</sup>	53,169
Third year (anniversary)	42,218	43,696	45,225	46,808
Second year (anniversary)	38,354	39,696	41,085	42,523
First year (anniversary)	34,690	35,904	37,161	38,462
Entry	25,000	25,000	25,000	25,000

### A. Working Foreman

There shall be three "Working Foreman" in the Department of Public Works.

There may be a "Working Foreman of Building and Grounds"; a "Working Foreman of Sewers and Drainage"; and/or a "Working Foreman of Parks and Recreation".

If a Certification or License is required in a particular field, then no member of the Union shall be appointed to the position of "Working Foreman" in such field unless such member is properly certified or licensed in such field. A "Working Foreman" must maintain a required Certification or License at all times. If a Working Foreman fails to maintain a required

Certification or License then the appointment to the position of Working Foreman shall terminate as of the date of loss of such required Certification or License. The member of the Union so removed shall not be eligible to be reappointed to the position of Working Foreman in such field until such member has again obtained the required Certification or License.

Each Working Foreman in the Department of Public Works shall receive additional compensation as noted below over the base annual salary set forth above. Such additional salary shall be pro-rated from the date of appointment to the position of Working Foreman through the end of the calendar year of the said appointment. Such additional salary shall be included in the employee's base salary.

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Working Foreman	\$2,500	\$2,500	\$2,500	\$2,500

**B. EMT Service (employees hired prior to December 31, 2002):**

**(i) Driver:**

Any employee hired prior to December 31, 2003, who shall act as a driver for the Little Ferry First Aid Corps shall receive an additional \$1,000.00 stipend over the base annual salary set forth above, which sum shall remain at \$1,000.00 during the course of this Agreement. An EMT driver must be designated and there shall be not more than 2 EMT drivers, whose employment began prior to December 31, 2003, compensated at any one time. Such additional salary shall be included in the employee's base salary.

**(ii) EMT**

A full time, permanent employee who is an active EMT certified as of the date of this Agreement, shall receive an additional \$2,250.00 stipend over the base annual salary set



forth above, which sum shall remain at \$2,250.00 during the course of this Agreement. Such additional salary shall be included in the employee's base salary if such employees receive (i) or (ii).

**C. Laborer/EMT (employees hired after January 1, 2003)**

All employees hired after January 1, 2003 shall be required to obtain an EMT Certification within nine (9) months of the date of hiring. The job position shall be entitled "DPW Laborer/EMT." The duties of a DPW Laborer shall include EMT service and there shall be no additional salary for performing such EMT service for any and all employees hired after January 1, 2003.

**C (i) Laborer/Non EMT (employees hired after January 1, 2003)**

All employees hired after January 1, 2003 who do not have an EMT Certification shall receive 90% of the salary as set forth in paragraph 6 of this agreement. The said employee's position shall be defined as "Laborer/Non EMT". The said employee shall continue to receive 90% of the salary to which he/she is otherwise entitled pursuant to this agreement until such time as the said employee obtains an EMT Certification in accordance with Section 6 C of this Agreement.

Upon said employee obtaining an EMT Certification in accordance with paragraph 6 C of this Agreement, the said employee shall be designated as a "Laborer/EMT" and shall receive 100% (pro rated from the date of Certification through the end of the calendar year for the year in which said Certification is received) of the employee's applicable salary as set forth in paragraph 6 of this Agreement.

All employee's who are designated as "Laborer/EMT" shall be so designated provided the said employee's EMT Certification is current and in good standing. If at any point an employee, who has been designated as a "Laborer/EMT" should lose his/her EMT Certification for any reason, then, and in that event, the said employee shall again be designated "Laborer/Non EMT" and shall be paid in accordance with paragraph 6 C (i)

Any employee defined as "Laborer/Non EMT" who shall act as a driver for the Little Ferry First Aid Corps shall receive an additional \$1,000.00 stipend over the base annual salary set forth above, which sum shall remain at \$1,000.00 only during such period of time as the employee actively acts as a driver for the Little Ferry First Aid Corps. An EMT driver must be designated and there shall be not more than 2 EMT drivers (regardless of their title) compensated at any one time. Such additional salary shall be included in the employee's base salary.

**D. Laborer/Mechanic**

There shall also be a position known as Laborer/Mechanic. An employee who is the permanent full time Laborer/Mechanic shall receive additional compensation over the salary set forth above. The additional salary for the Laborer/Mechanic shall be as set forth below:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Laborer/Mechanic	\$7,500	\$7,500	\$7,500	\$7,500

The duties of the Laborer/Mechanic shall be established by the Superintendent/Director of the Department of Public Works. The appointment to the position of Laborer/Mechanic shall be at the discretion of the Superintendent/Director of the Department of Public Works with the consent and approval of the Mayor and

Council. Such additional salary shall be included in the employee's base salary.

**7. WORKDAY, WORK WEEK AND OVERTIME**

(a) The normal work day shall be eight (8) hours which shall include within the eight (8) hour span, forty-five (45) minutes of meal time per day. It will also include two (2) fifteen (15) minute breaks per day, one in the morning and one in the afternoon. No employees shall work longer than the D.O.T. Regulation allows.

(b) For employees hired prior to 1/1/94, the normal work week will be Monday through Friday. For employees hired after 1/1/94, the work week shall be forty (40) hours.

(c) Work in excess of the employee's basic eight (8) hour day or basic work week shall be overtime and shall be paid at time and one-half (1-1/2 X).

(d) A Working Foreman may be chosen, on a rotating basis, to attend a meeting of the Mayor and Council in the event the Superintendent of the Department of Public Works is unable to attend said meeting.

**8. HOURLY RATE**

To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary shall be divided by 2,080 hours.

**9. JURY DUTY**

Employees will receive weekly pay while serving on jury duty. Any full-time employee, who is subpoenaed as a witness in a civil or criminal case not involving him or her in his or her capacity as Borough employee, or who is called and serves on a jury, may be granted paid leave for the period of time in which he or she is officially involved with the Court in such a capacity. The employee shall remit any jury pay received by the employee from other sources.

#### **10. RECALL TIME**

Any employee who is called back to work after, and not contiguous to his regular eight (8) hours of work, will be compensated at time and one-half (1-1/2 X), with a minimum guarantee of three (3) hours at time and one-half (1-1/2X).

#### **11. LONGEVITY**

It is specifically agreed and understood that any employee hired as a permanent, regular or full-time employee after May 15, 1980, shall not be entitled to any Longevity Pay now or in the future.

#### **12. VACATIONS**

Each employee covered by this Agreement shall receive an annual vacation as set forth in Appendix "A".

It is specifically agreed and understood that for any employee hired as a permanent, regular or full-time employee after December 31, 1987, the maximum annual vacation said employee would be entitled to is five (5) weeks. All employees hired prior to January 1, 1988, shall be entitled to a maximum of six (6) weeks' annual vacation.

The order of seniority shall be used to select each employee's vacation. The vacation list shall be posted before February 1<sup>st</sup>. The Superintendent of Public Works shall make sure all vacation time is taken before December 31<sup>st</sup> of each year.

#### **13. PERSONAL LEAVE**

Each employee shall have off on the Friday after Thanksgiving. In addition to the Friday after Thanksgiving, each employee shall have four (4) additional personal days each year. Each employee shall request permission not less than twenty-four (24) hours in advance of the leave requested. Requests for personal leave shall be directed to the DPW Superintendent. The grant or

denial of personal leave is within the discretion of the DPW Superintendent.

**14. HOLIDAYS**

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 8. Columbus Day            |
| 2. Lincoln's Birthday    | 9. Election Day            |
| 3. Washington's Birthday | 10. Veteran's Day          |
| 4. Good Friday           | 11. Thanksgiving Day       |
| 5. Memorial Day          | 12. Christmas Day          |
| 6. Independence Day      | 13. Martin Luther King Day |
| 7. Labor Day             |                            |

**15. BEREAVEMENT LEAVE**

All permanent full-time employees covered by this Agreement shall be entitled to four (4) days leave, with pay, upon death of a member of their immediate family. Immediate family shall include spouse, children, parents, brothers, sisters, grandchildren and grandparents, mother-in-law, father-in-law, and any relatives living in employee's household, as immediate family. One day will be allowed for brother-in-law and sister-in-law.

**16. LEAVE OF ABSENCE**

Any employee may request, in writing, a leave of absence, without pay, from the Mayor and Council, setting forth the reason therefore. The decision of the Mayor and Council to grant or deny said request shall be final and not subject to the grievance procedure.

**17. DISCIPLINE**

An employee may be appropriately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable State Law.

**18. MATERNITY LEAVE**

Maternity leave, not to exceed six (6) months, without pay, shall be granted at the request

of the employee. Maternity leave may be extended or renewed for a period not to exceed six (6) months, without pay, upon the request of the employee.

**19. SICK LEAVE**

All employees covered by this Agreement shall be granted sick leave, with pay, as set forth in Appendix "B".

Sick leave may not be used as vacation time or in place of personal time off.

In order to qualify for paid sick leave, an employee must notify the DPW Superintendents not less than one-half (1/2) hour prior to the employee's scheduled work hours.

Employees who take three (3) or more consecutive paid sick days, or who take a paid sick day either before or after a paid holiday, shall document their illness with a note from a medical doctor. Further, the Borough reserves the right to require a doctor's examination, to substantiate a paid sick day at any time. Each doctor's note required shall state the date or dates of illness or injury, the nature of the illness or injury and that the employee is now allowed to return to work. Sick time may be utilized for family member illness.

Only full-time employees shall be entitled to sick leave, with pay, of one (1) working day for every month of service during the first (1<sup>st</sup>) calendar year of service following appointment.

**20. UNIFORM AND LAUNDRY**

The Borough agrees to provide uniform and laundry service for the employees at its own cost and expense. It is mandatory that each employee wear said uniform provided while working.

**21. SHOE ALLOWANCE**

Effective January 1, 2009, the Borough agrees to provide each employee an allowance of \$110.00 per annum for the purchase of safety shoes. Upon presentation of a properly documented invoice for the purchase of safety shoes, the Employer agrees to reimburse said employee for the

actual cost of such safety shoes, but in no event shall said reimbursement exceed \$110.00 per annum, per employee.

**22. SAFETY AND HEALTH**

The Employer shall maintain safe working conditions to insure safety for all employees and shall provide employees with appropriate equipment and devices toward that end, including exhaust fans, reflector vests and safety glasses. Employees must utilize said equipment when appropriate or directed to, or be subject to appropriate discipline. Employees will wear provided uniforms. No modifications to the uniform is allowed without written approval of the DPW Superintendent.

**23. EMPLOYEE RIGHTS**

No employee can be ordered to work more than fifteen (15) continuous hours unless he consents thereto.

**24. CURRENT MEDICAL COVERAGE & LIFE INSURANCE**

The Employer will continue to provide and pay for all existing policies of medical insurance and life insurance for the employees.

**25. MEDICAL COVERAGE UPON RETIREMENT**

(a) Employer will provide all health benefits upon retirement to the employee and the employee's spouse provided the employee has met both of the following requirements:

- (i) Employee is at least fifty-five (55) years of age; and
- (ii) Employee has completed twenty-five (25) years of service with the Municipality.

(b) The benefits paid pursuant to this paragraph will terminate sixty (60) days after the retired employee is eligible for Medicare.

**26. SICK PAY UPON RETIREMENT**

All employees hired subsequent to December 31, 2000 can accumulate all sick days earned and will be paid a flat sixty dollars (\$60.00) per day for all unused sick days upon retirement.

**27. GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complains occurring under this Agreement, the following procedures shall be used:

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any provisions of the Agreement or any applicable rule and regulation.

The procedure for settlement of grievances shall be as follows:

**(a) STEP ONE**

In the event that any employee, covered by this Agreement has a grievance within four (4) working days of the occurrence of the event being grieved, the employee shall discuss it formally with their immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

**(b) STEP TWO**

If no satisfactory outcome of the grievance is reached at Step One, then, within two (2) working days, the grievance shall be presented, in writing, to the Superintendent of Public



Works. The Superintendent of Public Works shall render a decision within five (5) working days after the grievance was presented to him.

(c) **STEP THREE**

If no satisfactory resolution is reached with the Superintendent of Public Works, it shall first be presented to the Borough Administrator. If no satisfactory resolution is reached within ten (10) days of receipt by the Borough Administrator, it shall go before the Board of Review, which shall consist of one (1) member of the Mayor and Council, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board of Review shall give the Association an opportunity to be heard and will give its decision, which shall be final, in writing, within ten (10) working days after the hearing.

**28. TERM OF CONTRACT**

This Contract shall be effective as of January 1, 2008 and shall terminate on December 31, 2011. This Contract expresses the entire Agreement of the parties.

**29. AGENCY SHOP**

All employees, not a member of Local 2326 UAW, shall be assessed 85% of the dues paid by Local 2326 UAW members in accordance with Assembly Bill No. A688.

**30. SENIORITY**

(A) All persons employed for a period exceeding nine (9) months shall be considered permanent employees and shall be entitled to seniority rights.

(B) Stewards and Local Officers shall be entitled to shop seniority.

(C) All newly hired personnel shall be probationary for a period of nine (9) months.

(D) All persons hired after January 1, 1990 for a position of a member of the

Department of Public Works, are required to have a "Commercial Driver's License" within eight (8) months of appointment.

The Employer will pay for the costs of a Commercial Driver's License. However, if the employee fails to pass the test, all costs for the Commercial Driver's License test become the Employee's responsibility who shall either pay for the test or reimburse the Employer for any costs previously paid by the Employer.

### **31. CREDIT UNION**

The Employer agrees to cooperate with the Union insofar as the Credit Union is concerned. Deduction will be made from the way of the employee, on a weekly basis, and submitted to the 65 Family Federal Credit Union, One Woodbridge Center, Suite 225, Woodbridge, New Jersey 07095, upon receipt of an authorization from the employee. The amount deducted will be submitted on a monthly basis.

### **32. VISITATION**

The one (1) shop steward and local officer whose functions it is, along with the Union's representative, to process grievances and negotiate contracts, shall be granted time off from duty, with full pay, for all meetings between the Borough, the Union and themselves for the purpose of negotiating the terms of an Agreement when such meetings take place at the time during which such employee members are scheduled to be on duty or to handle grievances.

Local 2326 UAW's representative or any officer shall have admission to the Borough's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of

any grievance which may have arisen. They must first apply to the Borough Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall no in any way interfere with the operation of the Department during working hours and that this privilege shall so be exercised as to keep a minimum of time lost thereby to the Borough.

**33. SUMMER SCHEDULE**

From June 1<sup>st</sup> through September 1<sup>st</sup> of each year the Contract is in effect, there shall be instituted a 7:00 a.m. to 3:00 p.m. work shift. The Borough shall preserve its managerial prerogative pursuant to Paragraph 5 of the Contract and shall have the right, in its discretion, to assign personnel to an 8:00 a.m. to 4:00 p.m. shift.

**34. PAY SCHEDULE**

The Borough, in its sole discretion, may modify the 26 pay dates per year to a twice monthly (24 pay days per year). Such change would only be made if all Borough Employees are converted to the 24 pay days per year schedule.

THE BOROUGH OF LITTLE FERRY

ATTEST:

Barbara Maldonado  
Barbara Maldonado, Borough Clerk

BY: Mauro Raguseo  
Mauro Raguseo, Mayor

LOCAL 2326 UAW

Steven P. Lurati

BY: \_\_\_\_\_  
\_\_\_\_\_, President

Local 2326 UAW

SUBJECT TO UNION RATIFICATION

WITNESS:

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: 12-4-09

## **APPENDIX "A"**

### **VACATIONS**

#### **Schedule 1**

After One year (12 months)	-	One week vacation
After Two years (24 months)	-	Two weeks vacation
After Five years (60 months)	-	Three weeks vacation
After Ten years (120 months)	-	Four weeks vacation
After Twenty One years (252 months)	-	Four weeks plus one day vacation (21 days)
After Twenty Two years (264 months)	-	Four weeks plus 2 days vacation (22 days)
After Twenty Three years (276 months)	-	Four weeks plus 3 days vacation (23 days)
After Twenty Four years (288 months)	-	Four weeks plus 4 days vacation (24 days)
After Twenty Five years (300 months)	-	Five weeks vacation

#### **Schedule 2**

The following schedule shall apply only for the employee hired before  
January 1, 1988.

Twenty years (240 months)	-	Six weeks' vacation
---------------------------	---	---------------------

The only member to whom Schedule 2 applies is Steven Royka.

## **APPENDIX "B"**

### **SICK LEAVE POLICY**

With regard to illness or injury which is not service connected, each member shall be entitled to twelve (12) sick days pay per calendar year. In the event a member does not exhaust said sick days, they shall be entitled to and permitted to accumulate all unused sick days. For purposes of computing the accumulated sick days to which a member shall be entitled, each member shall be entitled to a maximum of twelve (12) days of unused and accumulated sick days for each full calendar year during which time he was a member of the Little Ferry Department of Public Works, to a maximum of one hundred twenty (120) days.

It is responsibility of the Superintendent of Public Works to compile and maintain a list of the unused and accumulated sick days for each member. The list will be verified annually with the employee and the Personnel Clerk.

Upon retirement, and for no other reason, a member will be paid for any unused accumulated sick days, or in the event of demise, any monies due and owing shall be paid to the employee's estate.